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4 Attorneys for Plaintiffs
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6
7 UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

8 BOARD OF TRUSTEES OF THE SHEET
9 METAL WORKERS' PENSION PLAN OF
SOUTHERN CALIFORNIA, ARIZONA
10 AND NEVADA; BOARD OF TRUSTEES
OF THE SHEET METAL WORKERS'
11 HEALTH PLAN OF SOUTHERN
CALIFORNIA, ARIZONA AND NEVADA;
12 BOARD OF TRUSTEES OF THE SHEET
METAL WORKERS' SAVINGS PLAN OF
SOUTHERN CALIFORNIA; BOARD OF
13 TRUSTEES OF THE SOUTHERN
CALIFORNIA SHEET METAL JOINT
14 APPRENTICESHIP AND TRAINING
COMMITTEE; BOARD OF TRUSTEES
15 OF THE SHEET METAL WORKERS'
LOCAL 105 RETIREE HEALTH PLAN;
16 BOARD OF TRUSTEES OF THE
SOUTHERN CALIFORNIA SHEET
METAL WORKERS' 401(A) PLAN;
17 BOARD OF TRUSTEES OF THE SHEET
METAL WORKERS' INTERNATIONAL
ASSOCIATION, LOCAL UNION NO. 105
18 UNION DUES CHECK-OFF FUND; AND
BOARD OF TRUSTEES OF THE SHEET
METAL INDUSTRY FUND OF LOS
21 ANGELES, Plaintiffs,

Case No. CV-09 -7775 RGK (SSx)

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23 [PROPOSED] ORDER STIPULATION
FOR JUDGMENT

24 HENRI SPECIALTIES CO., INC.;
ADELINE GORMLEY; MICHAEL JOE
DARK; and CHRISTINE ELLA MARIE
DARK, individuals,

25 Defendants.

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1 Pursuant to the Stipulation by and between Plaintiffs, Board of Trustees of the Sheet
2 Metal Workers' Pension Plan of Southern California, Arizona and Nevada ("Pension Plan");
3 Board of Trustees of the Sheet Metal Workers' Health Plan of Southern California, Arizona
4 and Nevada ("Health Plan"); Board of Trustees of the Sheet Metal Workers' Savings Plan
5 of Southern California ("Savings Plan"); Board of Trustees of the Southern California Sheet
6 Metal Joint Apprenticeship and Training Committee ("JATC"); Board of Trustees of the
7 Sheet Metal Workers' Local 105 Retiree Health Plan ("Retirees Plan"); Board of Trustees of
8 the Southern California Sheet Metal Workers' 401(a) Plan ("401(a) Plan"); Board of
9 Trustees of the Sheet Metal Workers' International Association, Local Union No. 105 Union
10 Dues Check-off Fund ("Dues Fund"); and Board of Trustees of the Sheet Metal Industry
11 Fund of Los Angeles ("Industry Fund") (collectively the "Plans" or "Trust Funds"), and
12 defendants, Adeline Gormley, Michael Joe Dark, and Christine Ella Marie Dark (collectively,
13 "Individual Defendants"); and Henri Specialties Co., Inc. (collectively "Defendants"), the
14 Court has considered the matter fully and concluded that good cause exists to approve the
15 parties' Stipulation in its entirety.

16 Accordingly, **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** as follows:

17 1. The Company and the Individual Defendants are indebted to the Plans in the
18 amount of \$38,716.39. Said amount is comprised of contributions in the amount of
19 \$25,551.07 for the delinquent work months of July 2009 (\$6,091.07), August 2009
20 (\$7,776.00), September 2009 (\$5,781.12) and October 2009 (\$5,902.88); liquidated
21 damages in the amount of \$5,110.21 for all delinquent work months of August 2009,
22 September 2009 and October 2009; interest at 10% per annum in the amount of
23 \$2,555.11; attorney's fees (\$5,000), and costs of suit (\$500).

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1 2. Judgment may be entered in this case in favor of the Plans and against the
2 Company and Individual Defendants jointly and severally, in the amount of \$38,716.39 in
3 delinquent employee benefit plan contributions, liquidated damages, attorney fees and
4 costs, together with post-judgment interest thereon at the rate of 10% per annum as of the
5 date of the Judgment.

6 3. The Company and Individual Defendants may satisfy the Judgment by paying
7 a total of \$30,661.28. Specifically, the Company and Individual Defendants shall pay the
8 \$25,551.07 for the delinquent work months of July 2009 (\$6,091.07), August 2009
9 (\$7,776.00), September 2009 (\$5,781.12) and October 2009 (\$5,902.88); liquidated
10 damages in the amount of \$5,110.21 for all delinquent work months of August 2009 by
11 making installments pursuant to the following installment plan: Twenty five weekly
12 installments each in the amount of \$1,022.04 shall be paid, beginning Friday, December
13 25, 2009 and continuing on each following Friday through June 11, 2010, followed by five
14 weekly installments for liquidated damages in the amount of \$1,022.04 beginning Friday,
15 June 18, 2010 and continuing on each successive Friday through July 16, 2010. There will
16 be an eye towards lessening the amount of liquidated damages assessed in this paragraph
17 if the Defendants remain in compliance with the terms of this Stipulation and pay timely for
18 the duration of the Stipulation. Each and every installment payment must be made by fully
19 negotiable check or cashier's check payable to the "Sheet Metal Workers Trust Funds," and
20 must be received on the due dates stated above in the offices of the Sheet Metal Benefit
21 Plan Administrative Corp., attention Tasi Hernandez, 111 N. Sepulveda Blvd., Ste. 100,
22 Manhattan Beach, California 90266.

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1 4. In the event the Company and Individual Defendants, and any of them, fail to
2 comply with any of the provisions set forth in paragraphs 5 or 8 above, or any other
3 provision of this Stipulation, the entire amount of the judgment, less any payments actually
4 received at the time of such default, shall become immediately due and payable to the
5 Plans from the Company and Individual Defendants, plus interest on such unpaid amounts
6 at the annual rate of ten percent.

8 5. This Court may retain jurisdiction over this matter through September 2010,
9 to enforce the terms of any judgment entered hereunder, to order appropriate injunctive
10 and equitable relief, to make appropriate orders of contempt, and to increase the amount of
11 judgment based upon additional sums owed to the Plans by defendants. Supplemental
12 judgments may be entered in this action against the Company and Individual Defendants
13 and in favor of the Plans for such sums as may be determined by the Plans and
14 established upon application to the Court by declaration and noticed motion.

16 6. The Plans shall have the right, upon twenty (20) days reasonable request
17 made in writing, to audit or examine any books or records relating to the financial condition
18 of the Company to ensure compliance with the terms of this Stipulation.

19 7. This Stipulation does not limit the Trust Funds' right to file additional court
20 actions to collect any additional sums owed should the Trust Funds discover further
21 moneys owed to the Plans.

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1 8. In the event any litigation becomes necessary to enforce any term or terms of
2 this Stipulation, the prevailing party or parties shall be awarded and shall recover all
3 reasonable attorneys' fees and costs of suit.
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6 **IT IS SO ORDERED.**

7 MAR 24 2010

8 Dated: _____

9 Gary Klausner
10 Hon. R. Gary Klausner

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